

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code 01	Page 1	Pages 1
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE FEB 15 2006		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS33 MGF		7. ADMINISTERED BY (If other than Item 6) Katie James Ph.: 256-544-7568 Fax: 256-544-9080 Email: Linda.k.james@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		CODE PS33 MGF
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Mainthia Technologies, Inc. 7055 Engle Rd., Suite 502 Courtyard Office Park Cleveland, OH 44130				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. NAS8-02002		
				10B. DATED (SEE ITEM 13) September 1, 2002		
CODE 105813	FACILITY CODE CAGE 1PNM8					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:						
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) and mutual agreement of both parties					
	D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
Minimum IDIQ Quantity		Maximum IDIQ Quantity		Minimum Potential Profit		Maximum Potential Profit
Previous Amount \$1,000,000		\$20,000,000		\$350,500		\$700,000
This Modification -0-		-0-		-0-		-0-
New Amount \$1,000,000		\$20,000,00		\$350,000		\$700,000
The purpose of this modification is to add Attachment 11, Contractor Personnel & Position Changes, and to amend and update "List of Attachments—a vertical line in the right hand margin indicates the specific areas of change on the List of Attachments.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				L. Katie James Contracting Officer		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA Original Signed By: BY L. Katie James		16C. DATE SIGNED FEB 15 2006
(Signature of person authorized to sign)				(Signature of Contracting Officer)		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Description</u>	<u>Pages</u>
1	Performance Work Statement	A-1-1 - A-1-9
2	Date Procurement Document	A-2-1 - A-2-19
3	Profit Assessment Plan	A-3-1 - A-3-3
4	Performance Requirements Summary	A-4-1 - A-4-1
5	Applicable Regulations, Procedures, And Documents	A-5-1 - A-5-3
6	Installation-Provided Property And Services	A-6-1 - A-6-1
7	Wage Determinations	A-7-1 - A-7-40
8	IDIQ Task Order Process	A-8-1 - A-8-2
9	Safety Performance Evaluation	A-9-1 - A-9-4
10	Contract Security Classification Specification	A-10-1 - A-10-2
11	Contractor Personnel & Position Changes	A-11-1 - A-11-2

ATTACHMENT 11
CONTRACTOR PERSONNEL & POSITION CHANGES

DEFINITIONS:

1,880 Hours: Total fixed hours for a contract task order 12-month period from September 1 through August 31.

Actual Work Days: The number of actual work days during a task order. Work days does not include Saturday and Sunday and the following holidays: New Year's Day, Martin Luther King's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

New Hire: A new position added to the task order. Position is not included in the current task order fixed price.

Transfer: Employee whose work station is transferred from one MSFC funding organization to another with no change in the labor classification.

Position Reclassification: An increase/decrease in the tasks and duties that results in a position reclassification.

Position Termination: A position that is terminated by the funding organization. A position can be ended anytime during a task order period.

COST FOR PERSONNEL/POSITION CHANGES:

New Hires: Contractor will bill the Government for the remaining task order actual work days x 8 hours x the task order fully burdened labor rate.

Transfer: There is no change in task order price for a personnel transfer. The Contractor will neither bill nor reimburse the Government for position transfers.

Reclassification: If the reclassification results in a task order increase, the Contractor will bill the Government for the difference between the old rate and the new rate. If the reclassification results in a task order decrease, the Contractor will reimburse the Government for the task order decrease. The amount that will be billed and/or reimbursed is the difference between the old classification task order fully burdened labor rate and the new classification task order fully burdened rate x remaining task order actual work days x 8 hours.

Position Termination: Contractor will reimburse the Government for the fixed price of the position, which is 1,880 hours x the task order fully burdened rate x profit/fee. The Contractor will then bill the Government for the position actual task order work days x 8 hours x fully burdened task order labor rate. Contractor will not add days to the actual days the Contractor employee worked the position nor will Contractor bill the Government for accrued annual leave for the terminated position.

REPORTING PERSONNEL/POSITION CHANGES:

In accordance with the report procedures of the Monthly Status Report (DRD NO: 977MA-002), each month the Contractor will submit a report of all personnel changes. Report of personnel changes should include complete backfill or transfer information by name, organization, requester, and start date. Contractor can charge the fixed-price contract profit/fee (3.5%) for the amount of the task order increase after all task order reimbursements increases are offset against task order decreases.